

DEED OF OPEN SPACE EASEMENT

THIS DEED OF OPEN SPACE EASEMENT made this _____ day of _____,
20____, by _____ (Grantor"), in favor of the Town of
Blacksburg, Virginia, a municipal corporation ("Grantee"),

PROVIDES:

WHEREAS, Grantor is the sole, fee simple owner of a _____ acre tract of land located in
the Toms Creek Basin, _____ Magisterial District, Town of Blacksburg,
Montgomery County, Virginia (herein called the Property) as described in a deed to Grantor from
_____, by deed dated _____, recorded in the Montgomery
County Circuit Court Clerk's Office in Deed Book _____ page _____, and as shown on a plat
recorded in said Clerk's Office in Plat Book _____, page _____;

WHEREAS, the Open Space possesses natural, scenic, open space, and agricultural values
(collectively, "conservation values") of great importance to the people of Blacksburg, and

WHEREAS, the development potential of the Open Space has been transferred to a planned
residential development known as _____, by Blacksburg ordinance _____ and

WHEREAS, Grantee is a municipal corporation duly authorized to acquire and administer open
space easements;

NOW, THEREFORE, Grantor hereby grants and conveys to Grantee a perpetual open space
easement in gross to restrict to open space the use of the portion of the Grantor's land (herein called, the
Open Space) designated as open space on a plat dated _____, recorded herewith, subject
to the following covenants, terms, conditions, and restrictions:

1. Purpose. The purpose of this easement to assure that the Open Space will be retained forever in its natural, scenic, agricultural, and open condition and to prevent any use of the Open Space that will significantly impair or interfere with the conservation values of the Open Space. The Open Space will be used only in a manner consistent with any and all of the uses, whether or not for profit or other economic gain, referred to in 58.1-3230 of the Code of Virginia (1950), as in effect as of December 31, 1996.

2. Rights of Grantee. To accomplish the purpose of this easement the following rights are conveyed to Grantee by this easement:

- (a) To preserve and protect the conservation values of the Open Space;
- (b) To enter upon the Property at reasonable times in order to monitor

Grantors' compliance with and otherwise enforce the terms of this easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

3. Prohibited Uses. The following activities and uses are expressly prohibited:

- (a) Any commercial or industrial use of or activity on the Open Space other than those relating to agriculture, forestry, horticulture, or open space.
- (b) The placement or construction of any buildings, structures, or other improvements of any kind including, without limitation, roads, and parking lots, excepting such fences, barns, and small storage sheds as are accessory to the permitted use of the Open Space.
- (c) Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as may be required in the course of

any activity permitted herein.

- (d) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters; provided that this prohibition shall not be construed as extending to agricultural operations and practices (including, without limitation, the use of agrichemicals such as fertilizers, pesticides, herbicides, and fungicides) that are substantially in accordance with a farm conservation plan prepared by the Montgomery County District Conservationist of the United States Department of Agriculture Soil Conservation Service, or any successor or equivalent agency, which is reviewed and updated whenever a substantial change in operations is contemplated but in any case not less often than every ten (10) years.
- (e) The pruning, cutting down, or other destruction or removal of live trees, except as necessary, in accordance with generally accepted forestry conservation practices, to control or prevent hazard, disease, or fire; provided that trees may be harvested for any purpose, including, without limitation, commercial timber production on a sustained yield basis in accordance with a plan prepared in consultation with a registered professional forester and approved by Grantee that is designed to protect the conservation values of the Open Space, including without limitation, scenic and wildlife habitat values.
- (f) The establishment or maintenance of any commercial feedlot, which is defined for the purposes of this Easement as a confined area or facility within which the land is not grazed or cropped at least annually and which is used to receive livestock that has been raised off the Open Space for feeding and fattening for market.

- (g) The dumping or other disposal of wastes, refuse, and debris on the Open Space.
- (h) The above-ground installation of new utility systems or extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities, but excluding systems for irrigating the Open Space.
- (i) The placement of any signs or billboards on the Open Space.

4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Open Space, including the right to engage in or permit or invite others to engage in all uses of the Open Space that are not expressly prohibited herein and are not inconsistent with the purpose of this easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- (a) To engage in any and all uses of the Open Space that are not expressly prohibited herein and are not inconsistent with the purpose of this easement, including engaging in any agricultural, forestal, and horticultural uses.
- (b) To engage in and permit others to engage in recreational uses of the Open Space, including, without limitation, hunting and fishing, that require no surface alteration or other development of the land.

Nothing in this deed shall be construed to permit the Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.

5. Access. No right of access by the general public to any portion of the Open Space is conveyed by this Easement. Nothing in this deed shall be construed to create in the public or any member thereof a right to maintain a suit for any damages against the Grantor for any violation of this deed.

6. Extinguishment. The Open Space shall not be converted or diverted from open-space land use except in accordance with the governing provisions of the Virginia Code, 1950, as amended, section 10.1-1704, or any successor provision then applicable.

7. Recordation. Grantee shall record this instrument in timely fashion in the official records of Montgomery County, Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

8. General Provisions. All provisions of this deed shall be governed by the laws of the Commonwealth of Virginia. This instrument contains the parties' entire agreement with respect to the easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement, all of which are merged herein. All covenants, terms, conditions, and restrictions herein shall constitute covenants running with the land, binding Grantor and its successors in interest, and inuring to the benefit of Grantee only in its capacity as a municipal corporation.

WITNESS the following signatures:

Grantor

[notary clause]